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Instr: 201002180005956  
P: 1 of 2 F: \$28.00 02/18/2010  
Rick Campbell 2:26PM LEAS  
Stark County Recorder T20100004897

### **NON-SURFACE DEVELOPMENT OIL & GAS LEASE**

THIS LEASE, made this 14<sup>th</sup> day of JANUARY, 2010, by and between Donna R. & Calvin E. Neisel (H.&W.) married (1/3 interest), Barbara J. & Alfred Masuch (H.&W.) married (1/3 interest), Christopher & Tamra R. Neisel (H.&W.) married (1/6 interest), and Suzanne M. Neisel (single) never married (1/6 interest) (Fee Owners & Land Contract Vendors) and Gerald E. & Crysta R. Radel (H.&W.) married (Land Contract Vendees)

hereinafter called Lessor, and Range Resources-Appalachia, LLC, 125 St. Rte 43, P.O. Box 550, Hartsville, OH 44632, hereinafter called Lessee, do agree:

1. Lessor, for and in consideration of One dollar (\$1.00) in hand paid by Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, grants to Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market same from a well or wells on other lands; and the right to unitize Lessor's lands, or any portion, or strata, with other lands into a drilling unit of no more than six hundred forty acres. This Lease is for five (5) years, and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. This lease covers all of Lessor's land in and adjoining Section/Lot 21 of Canton Township, Stark County, Ohio, containing 0.41 acres, more or less, and bounded substantially, now or formerly, as follows:

Parcel ID #(s) 1315185 Or further described as \_\_\_\_\_

Being the property described in Instrument No. 95050742 and/or 200605010025898

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of "Proceeds Realized" by Lessee on all the oil and gas produced and marketed from each well drilled and unitized, as the amount of the Lessor's acreage in the unit bears to total acreage in the unit, the same to be paid by the end of the next month following Lessee's receipt of payment for same, less any tax imposed by any government body, including but not limited to the severance tax. "Proceeds Realized" shall mean the price received by Lessee for oil and gas marketed and sold at the delivery point less any charges for transportation, dehydration, compression and marketing paid by Lessee to deliver the oil and gas for sale.

3. **No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any installation of any nature whatsoever on the leased property.** The within Lease being granted for the purpose of permitting Lessee to unitize the leased property with other properties, which other properties shall bear all the burden of surface development. Lessor understands and gives consent that, due to slant (directional) drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property.

4. This Lease shall be binding on all heirs, successors and assigns of Lessor and Lessee. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally (on an acreage basis) to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time assign or surrender this Lease in whole or in part.

5. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

6. In the event Lessor considers Lessee has not complied with its expressed or implied obligations hereunder, Lessor shall notify Lessee in writing indicating specifically what Lessee allegedly has breached. Lessee shall have 30 days after receipt of said notice to meet or commence to meet any part of the breached alleged by Lessor. Lessor shall not bring any action against Lessee until after 30 days after service of such notice on Lessee.

7. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

8. ALL MONEY DUE UNDER THIS LEASE SHALL BE PAID OR TENDERED TO THE LESSOR BY CHECK MADE PAYABLE TO THE ORDER OF AND MAILED TO DONNA R. NEISEL AT 3127 CLEVELAND AVENUE S.W. CANTON, OHIO 44707 AND THE SAID NAMED PERSON SHALL CONTINUE AS LESSOR'S AGENT TO RECEIVE ANY AND ALL SUMS PAYABLE UNDER THIS LEASE REGARDLESS OF CHANGES IN OWNERSHIP IN THE PREMISES, OR IN THE OIL OR GAS OR THEIR CONSTITUENTS, OR IN THE RENTALS OR ROYALTIES ACCRUING HEREUNDER UNTIL DELIVERY TO THE LESSEE OF NOTICE OF CHANGE OF OWNERSHIP AS HEREINAFTER PROVIDED.

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Signatures of Witnesses:

Tom Lorentz  
(Printed Name) Tom Lorentz

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

Signatures of Lessor(s)

Donna R. Neisel  
(Printed Name) Donna R. Neisel

Calvin E. Neisel  
(Printed Name) Calvin E. Neisel

Barbara J. Masuch  
(Printed Name) Barbara J. Masuch

Alfred Masuch  
(Printed Name) Alfred Masuch

Christopher Neisel  
(Printed Name) Christopher Neisel 1-14-10

Tamra R. Neisel  
(Printed Name) Tamra R. Neisel

Suzanne M. Neisel  
(Printed Name) Suzanne M. Neisel

Gerald E. Radel  
(Printed Name) Gerald E. Radel 1-14-10

Crysta R. Radel  
(Printed Name) Crysta R. Radel

STATE OF Ohio  
COUNTY OF STARK : ss

INDIVIDUAL ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14<sup>TH</sup> day of JANUARY 2010.

By DONNA R. NEISEL, CALVIN E. NEISEL, BARBARA J. MASUCH  
ALFRED MASUCH, CHRISTOPHER NEISEL,  
TAMRA R. NEISEL, SUZANNE M. NEISEL,  
GERALD E. RADEL AND CRYSTA R. RADEL



TOM LORENTZ  
Notary Public, State of Ohio  
My Commission Expires 03-16-2013

Tom Lorentz  
Notary Public